

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

RICHARD T. LAMMERT,

Plaintiff,

v.

NATIONAL SURETY CORPORATION,

SERVE:

Registered Agent

CT Corporation System

120 S. Central

Clayton, MO 63105

and

CHUBB LIMITED,

SERVE:

Manager in Charge

Chubb North America

1 Progress Parkway

O'Fallon, MO 63368

(St. Charles County)

and

ABC CORPORATION,

HOLD FOR SERVICE,

and

DEF CORPORATION,

HOLD FOR SERVICE,

Defendants.

Case No.: _____

Division: _____

PETITION FOR DAMAGES



COMES NOW Plaintiff, Richard T. Lammert, an adult individual (sometimes referred to as “Plaintiff”), by and through his undersigned counsel, and for his Petition for Damages against Defendants, state:

1. At all times relevant, Plaintiff is an adult individual resident of St. Louis County, MO. At all times relevant, Plaintiff owns and resides at 46 Woodcliffe Road, Ladue, MO 63124.

2. On information and belief, defendant National Surety Corporation (“National Surety”) issued a homeowners insurance policy to Plaintiff, insuring Plaintiff’s residence and its contents, effective 8/27/2013 through 8/27/2014 (the “Policy”). On information and belief, National Surety does business as and/or is known as Fireman’s Fund Insurance Company.

3. On information and belief, defendant Chubb Limited (“Chubb”) is the agent and/or insurance company currently handling the Plaintiff’s claim for property loss as described herein. Chubb has an office and/or agent in the state of Missouri located at 1 Progress Parkway, O’Fallon, MO 63368, where Chubb regularly and/or customarily transacts and conducts business.

4. On information and belief, defendant ABC Corporation and defendant DEF Corporation are other legal entities and/or insurance companies that issued the homeowners policy at issue in this case and/or are administering or acting as agent for the claims at issue in this case. Discovery will serve to determine the specific identification of these defendants.

5. This Court has subject matter jurisdiction of this action.

6. This Court has personal jurisdiction over all Defendants in that Defendants entered into a contract in Missouri; all Defendants did and/or do business and/or conduct business in Missouri; and/or the causes of action alleged in this Petition occurred in Missouri.

7. Venue is proper in this Court.

8. Plaintiff has timely filed this Petition.

GENERAL ALLEGATIONS

9. This is a lawsuit for, among other things, breach of contract concerning a homeowners hazard insurance policy loss where Defendants failed to compensate Plaintiff for his property loss in breach of the parties' written agreement. In additions, Plaintiff sues for vexatious refusal to pay.

10. On or about August 27, 2013, Defendants issued a homeowners insurance Policy to Plaintiff and Plaintiff paid all necessary premiums for said Policy. Attached as Exhibit 1 is a true and accurate copy of the original Policy.

11. Under the Policy, Defendants insured Plaintiff's residence and its contents which included hundreds of thousands of dollars worth of valuable personal property which included antiques, collectibles, fine art and other valuable property and other improvements to the basement where the flood occurred including carpets, paneling and other improvements (collectively, the "Property").

12. In the Policy, Defendants expressly agreed to insure and cover the loss of the Property. In the Policy, Defendants expressly agreed to pay Plaintiff for losses of the Property in the event of a covered loss in a reasonable and fair amount that represented the value of the Property.

13. Plaintiff's Property included things like valuable antique American flags from the early and mid-1800s, early American guns, unique carpeting, furniture, decorative items, and other valuable works of early American art and collectibles. The value of the Property generally increases over time and in fact did increase from the time Plaintiff has first acquired the Property.

14. In the Policy, Defendants expressly agreed to pay to Plaintiff as a loss the increase in value of Plaintiff's Property. Defendants acknowledged in the Policy that with the "inflation protection, as these values increase from year to year, the insurance coverage protecting them will increase."

15. Under the Policy, Defendants insured "fine arts" at a limit of \$7,000,000. Under the Policy, Defendants insured Plaintiff's "silverware" at a limit of \$500,000.

16. Based on these limits of insurance coverage, Defendants charged Plaintiff for the amount of the premium Defendants set. In turn, Plaintiff paid the full premiums charged by Defendants.

17. Thus, Plaintiff fully complied with all terms of the Policy at all times relevant.

18. Sometime in early October, 2013, Plaintiff returned from a brief out-of-town visit to discovery there was a flood in the basement of his home (the "Flood"). When Plaintiff discovered the Flood, there was approximately four (4) to six (6) inches of standing water in the basement of his home.

19. At the time of the Flood, Plaintiff's Property was stored and/or installed in the basement. The Flood either completely ruined or partially ruined the Property. Thus, the Flood caused a total loss with respect to some of the Property and a partial loss with respect to some of the Property, as well as to the basement itself and improvements made to the basement.

20. In all total, the Property consists of approximately 500 antiques, objects, and valuables.

21. Although the exact date of the Flood is not known with certainty, Plaintiff estimates the Flood took place no earlier than October 1, 2013, but possibly later in time.

22. Defendants assigned a claim number for the loss Plaintiff experienced from the Flood. In addition, Defendants investigated the loss from the Flood and took actions to evaluate and estimate the amount of Plaintiff's loss of the Property.

23. Defendants engaged consultant(s) to determine or evaluate the value of the Property.

24. Although Defendants paid out as a loss to Plaintiff a portion of the value of some of the Property, Defendants have failed to fully and/or adequately pay out to Plaintiff the full fair and/or reasonable value of the Property per the terms of the Policy, and therefore Defendants have breached the contract.

25. Plaintiff disputes the values that Defendants, including through their consultants/appraisers, assigned to the Property.

26. The loss Plaintiff experienced from the Flood, and that Defendants were contractually bound to cover, is greater in value than what Defendants have already paid Plaintiff and/or agreed to pay Plaintiff.

27. Plaintiff's losses caused by the Flood which resulted in the loss of the Property are greater than any amounts Defendants have already paid Plaintiff and/or any amounts Defendants have agreed to pay Plaintiff, thereby causing Plaintiff damages.

28. The Flood was a covered loss under the Policy.

29. Plaintiff has incurred and will incur attorneys' fees and litigation costs in the prosecution of this lawsuit.

30. Plaintiff hereby demands a trial by jury of 12.

COUNT I: BREACH OF CONTRACT

31. Plaintiff re-alleges, restates and incorporates herein by reference all prior paragraphs of this Petition as if stated herein.

32. Plaintiff and Defendants entered into a written and binding contract; namely, the Policy.

33. The Policy was entered into in the state of Missouri.

34. At all times relevant, the Policy was in full force and effect at the time the Flood occurred and at the time of the loss of Plaintiff's Property.

35. Plaintiff has fully complied with all terms of the Policy. Plaintiff paid all necessary premiums charged by Defendants.

36. Defendants have materially breached the Policy in that Defendants have failed to pay Plaintiff the fair and reasonable value of the losses Plaintiff has suffered from the Flood by failing to pay a reasonable or fair amount for the Property loss.

37. Defendants' breach of the Policy is a material breach.

38. As a direct and proximate result of Defendants' material breach of contract, Plaintiff has suffered money damages.

WHEREFORE, Plaintiff prays this Court enters judgment in his favor and against the Defendants, jointly and severally, for the damages and losses sustained by Plaintiff in a fair and reasonable sum in excess of \$25,000.00 in an amount to be determined at trial; that the Court award Plaintiff all his reasonable attorneys' fees and costs in this case; and that the Court grant such other and further relief as this Court deems just and proper.

COUNT II: VEXATIOUS REFUSAL TO PAY

39. Plaintiff re-alleges, restates and incorporates herein by reference all prior paragraphs of this Petition as if stated herein.

40. This Count is vexatious refusal to pay pursuant to Missouri law; specifically, Section 375.296, RSMo., and Section 375.420, RSMo.

41. Defendants are insurance companies that issued a Policy to Plaintiff and agreed to insure Plaintiff's residence and its contents.

42. Defendants have failed and refused to pay Plaintiff for the reasonable and fair value of his damaged Property.

43. Plaintiff made demand on Defendants to pay Plaintiff for the reasonable and fair value of the Property, yet Defendants have failed and refused to pay Plaintiff for such demand. More than 30 days have passed since Plaintiff's demand.

44. Defendants' refusal to pay Plaintiff's demand is vexatious and without reasonable cause.

45. Defendants have refused to pay Plaintiff the amounts covered under the Policy from the Flood without reasonable cause or excuse.

46. Therefore, under §§ 375.296 and 375.420, RSMo., Defendants should be ordered to pay Plaintiff, in addition to his damages, an additional amount under these Missouri statutes that include an award of Plaintiff's reasonable attorneys' fees and costs, and additional damages under these statutes in the percentages permitted under these statutes.

WHEREFORE, Plaintiff prays this Court enters judgment in his favor and against all Defendants, jointly and severally, for the damages and losses sustained by Plaintiff in a fair and reasonable sum in excess of \$25,000.00 in an amount to be determined at trial; that the Court

award Plaintiff all his reasonable attorneys' fees and costs in this case; that the Court award Plaintiff additional amounts provided for under §§ 375.296 and 375.420, RSMo., including in the percentages set out under these statutes; and that the Court grant such other and further relief as this Court deems just and proper.

Dated: September 28, 2018.

RECHENBERG LAW, LLC

/s/ Paul Rechenberg, Esq.

By: _____

Paul N. Rechenberg, Esq. MO Bar #40615
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Elizabeth A. Rechenberg, Esq., MO Bar #40395
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215 Chesterfield Business Parkway
Chesterfield, MO 63005
(636) 728-1900
(636) 530-6805 (facsimile)
ATTORNEYS FOR PLAINTIFF
Petition e-filed September 28, 2018

18SL-CC03717



RE: Prestige® Home Premier
 Policy No: NZB 390 52 18
 Effective: 08-27-13

RICHARD T LAMMERT
 MAITLAND M LAMMERT
 46 WOODCLIFFE RD
 SAINT LOUIS MO 63124

Dear Policyholder,

Enclosed are your renewal documents for your Fireman's Fund® Prestige® Home Premier policy. Thank you for continuing to rely on Fireman's Fund for coverages and services for your home.

Your Prestige Home Premier policy is a promise to make you whole in the event of a covered loss. Yet we don't stop there. We recognize that while we can replace or restore just about anything, the emotional expense involved in experiencing a loss can take a far greater toll on you. That's why we employ experts to continually develop products and services to meet your changing needs and to keep pace with emerging threats to your peace of mind.

You may now have access to a suite of services to help you manage risk and prevent loss, including:

- **Identity Theft Restoration Services.** If your policy includes the Added Measure® endorsement, you now have access to a skilled, personal advocate who will assist you should your personal identity be compromised. Assistance includes notification of relevant agencies, credit report monitoring, and fraud mitigation. These services and the accompanying peace of mind are just a phone call away.
- **Prestige® Collector Services.** You can access expert advice on acquiring and maintaining the collections you value. Available services may include referrals to local appraisers or conservators, or an in-home analysis of your valued contents and their location relative to potential risks. You can also access advice for buying and selling at auction.

Your independent agent is always your first source for all your risk management and asset protection needs. Your agent can provide more information on the Fireman's Fund suite of Prestige products and services. Ask about the credits we may offer on the Prestige® Portfolio of products (Prestige Auto®, Prestige Collections^(sm), and Prestige Excess^(sm)).

Thank you again for continuing to insure with Fireman's Fund. We appreciate the trust you've placed in us.

Your Agent or Broker:
CHARLES L. CRANE AGENCY CO.
 100 N. BROADWAY, SUITE 900
 SAINT LOUIS MO 63102
 (314) 241-8700

Your Insurance Company:
NATIONAL SURETY CORPORATION
 One of the Fireman's Fund Insurance Companies®

Fireman's Fund contributes a portion of profits to support firefighters for safer communities. For more information, visit our Web site at www.firemansfund.com.

Fireman's Fund Insurance Companies

Privacy and Security Statement

Protecting you and your family from loss is important to Fireman's Fund. Just as important to us is protecting your privacy and the personal information we use to provide you with superior products and service.

At Fireman's Fund, and its subsidiaries, our policy is to maintain appropriate confidentiality with regard to all personal information obtained in the course of doing business with you. Our pledge to protect your privacy is reflected in this Privacy Statement which outlines our principles in collecting, using and safeguarding your personal information and information about your relationship with us.

Personal Information Fireman's Fund Collects

Fireman's Fund only collects personal information about you when it is necessary to conduct the business of insurance. We limit the collection of personal information to what we reasonably believe is needed to administer your account. As a result, we collect personal information from the following sources:

- Personal information you share with us either directly or through your agent, such as the information on your insurance application, requested policy change information or other forms you may complete.
- Personal information you provide or which is obtained through the process of handling a claim, including medical information, such as from an accident report.
- Personal information about you from your transactions with us, our affiliates or others such as the number of years you have been a policyholder with Fireman's Fund or the types of coverage you purchase.
- Personal information about you from a consumer reporting agency, such as a credit report or a Motor Vehicle Report.

If you visit or use the Fireman's Fund website, or one of our subsidiaries, we may use "cookies" (small text files transferred from our website to your hard drive) to recognize repeat users, track usage and facilitate your access to and use of the site. We do not use "cookies" to gather personal information, and we do not link cookies to identifiable information, such as your policy number. The "cookies" only enable you to use our website more easily.

Personal Information Fireman's Fund Discloses

Fireman's Fund does not disclose any personal information about current or former customers to anyone, except as permitted by law.

When possible, we advise our vendors and other nonaffiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of our privacy policy. We make every effort to use vendors whose approach to customer privacy reflects our own.

Fireman's Fund's Policies and Practices with Respect to Security of Personal Information

Fireman's Fund uses a variety of computer hardware and software tools to maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information about you to only those employees who need that information to provide products or services to you.

Fireman's Fund, and its subsidiaries, also work hard to ensure that our websites are secure. We employ firewalls, encryption technology, user authentication systems and access control mechanisms to control access to the personal information that may be shared over these sites.

Notification of Change

At Fireman's Fund, your trust is one of our most important assets. We will continually work to protect the privacy of our individual customers and will continually review our privacy policy. If at some point in the future we revise our privacy practices that affect your personal information, we will notify you prior to introducing any changes. This Privacy Statement is also displayed on our website. (www.ffc.com)

For More Information or if You have Questions

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may call us directly at 1-800-272-9707, you can email us at Consumeraffairs@ffic.com or you can write to us at:

Fireman's Fund Insurance Company
Consumer Affairs Department
777 San Marin Drive
Novato, CA 94998-1000

Fireman's Fund's Family of Companies

The following lists the issuing companies Fireman's Fund uses to issue insurance policies nationwide:

American Automobile Insurance Company
The American Insurance Company
American Standard Lloyd's Insurance Company
Associated Indemnity Corporation
Fireman's Fund County Mutual Insurance Company
Fireman's Fund Indemnity Corporation
Fireman's Fund Insurance Company
Fireman's Fund Insurance Company of Hawaii
Fireman's Fund Insurance Company of Louisiana
Fireman's Fund Insurance Company of Ohio
National Surety Corporation
San Francisco Reinsurance Company
Interstate Fire & Casualty Company
Chicago Insurance Company

Personal Homeowner Policy Declarations Summary

Listed below is basic information about your policy.

THANK YOU FOR RENEWING YOUR POLICY WITH FIREMAN'S FUND STARTING AT 12:01 AM ON 08/27/13. SCHEDULED SILVERWARE HAS BEEN CHANGED ON YOUR POLICY. SCHEDULED FINE ARTS HAS BEEN CHANGED ON YOUR POLICY.

This Policy Has Been Issued by NATIONAL SURETY CORPORATION
(One of the Fireman's Fund Insurance Companies)

Policy Number	Policy Period
NZB 390 52 18	08-27-13 to 08-27-14
Named Insured	Your Agent Is
RICHARD T LAMMERT MAITLAND M LAMMERT 46 WOODCLIFFE RD SAINT LOUIS MO 63124	CHARLES L. CRANE AGENCY CO. 100 N. BROADWAY, SUITE 900 SAINT LOUIS MO 63102 (314) 241-8700
Regional Office	
Fireman's Fund Insurance Companies 2441 Warrenville Road Lisle, Illinois 60532 1-800-835-7750	

Homeowner Policy

Covering Premises and Contents at	Premium
46 WOODCLIFFE RD SAINT LOUIS MO 63124	\$ 5,542.00
SCHEDULED VALUABLE POSSESSIONS	10,212.00
ADDITIONAL	1,375.00
TOTAL PREMIUM	\$ 17,129.00

TOTAL PREMIUM INCLUDES THESE CUSTOMER CREDITS AND SURCHARGES:

HIGHER OPTIONAL DEDUCTIBLE	\$ 1,918	ALARM OR SPRINKLER SYSTEM	\$ 3,103
LOSS SURCHARGE	\$ 789		

**Your Bill Is Not Enclosed -- Your Bill Will Be Mailed SEPARATELY
Approximately 20 Days Before Your Next Scheduled Due Date**

Personal Homeowner Policy Declarations

Policy Number	Effective Date	Company
NZB 390 52 18	08-27-13	NATIONAL SURETY CORPORATION

Named Insured	Your Agent Is
RICHARD T LAMMERT MAITLAND M LAMMERT 46 WOODCLIFFE RD SAINT LOUIS MO 63124	CHARLES L. CRANE AGENCY CO. 100 N. BROADWAY, SUITE 900 SAINT LOUIS MO 63102 (314) 241-8700

Policy Period
Your Policy begins on 08-27-13 at 12:01 AM Standard Time and expires on 08-27-14 at 12:01 AM Standard Time.

Your Covered Property

Covering Premises and Contents at
46 WOODCLIFFE RD
SAINT LOUIS MO 63124

Deductible: In case of loss under Coverage For Damage To Your Property, this policy covers only that part of the loss over the deductible stated.
\$2500 ALL PERILS, EXCEPT EARTHQUAKE WHEN COVERED

Policy Form	Dwelling
5250 11-02 Prestige Home Premier	

Coverages	Limits of Liability
Coverage For Damage To Your Property	
A. Dwelling	1,403,000
B. Other Structures	280,600
C. Personal Property	982,100

Coverage For Liability And Medical Payments To Others	
E. Personal Liability	1,000,000 Each Occurrence
F. Medical Payments to Others	10,000 Each Person

Scheduled Valuable Possessions	Limits of Liability	Premium
JEWELRY	\$ 20,000	\$ 212.00
SILVERWARE	500,000	1,600.00
FINE ARTS	7,000,000	8,400.00

Total Policy	
Premium	\$ 17,129.00

Personal Homeowner Policy Declarations

Policy Number	Effective Date	Company
NZB 390 52 18	08-27-13	NATIONAL SURETY CORPORATION

Named Insured	Your Agent Is
RICHARD T LAMMERT MAITLAND M LAMMERT 46 WOODCLIFFE RD SAINT LOUIS MO 63124	CHARLES L. CRANE AGENCY CO. 100 N. BROADWAY, SUITE 900 SAINT LOUIS MO 63102 (314) 241-8700

Other Interest(s)

First Mortgagee	Second Mortgagee
GATEWAY METRO FCU 1001 PINE ST PO BOX 1024 ST LOUIS MO 63101	

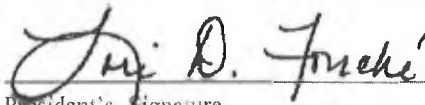
Loan Number	Loan Number
906322005	

Forms and Endorsements Applicable to this Policy

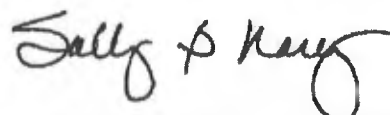
Endt. No	Edition Date	Title	Premium
125259	11-02	Scheduled Valuable Possessions	10,212.00
5250	11-02	Prestige Home Premier	Included
125818	04-02	No Coverage For Home Day Care	Included
125845	08-05	Property & Casualty Ins. - MO	Included
125887	01-05	Policy Conditions Amendatory - MO	Included
125908	06-03	Biological or Chemical Agents	Included
5311	04-02	Policy Conditions	Included
125872	04-02	Premises Alarm Or Fire Protection	Included
125578	04-02	Earthquake 15% Deductible	1,375.00

SignaturesOne of the Fireman's Fund Insurance Companies,
as named in the policy

Date of Issue 07-01-13


 President's Signature

 Countersignature of
 Authorized Agent or Broker


 Secretary's Signature

Policy Language Clarification

With your renewal policy we are including a new endorsement, Form 125908, Pathogenic or Poisonous Biological or Chemical Agents. This endorsement clarifies our policy language to reflect changes occurring in technology, science and our world by specifically referring to and defining Pathogenic or Poisonous Biological Agents. The rest of the endorsement mirrors language already included in your policy excluding losses resulting from dispersal, escape or release of pollutants that is not sudden or accidental.

33591211-02

Scheduled Valuable Possessions

Policy Number	Effective Date	Company
NZB 390 52 18	08-27-13	NATIONAL SURETY CORPORATION

Named Insured

RICHARD T LAMMERT
 MAITLAND M LAMMERT
 46 WOODCLIFFE RD
 SAINT LOUIS MO 63124

Your Agent Is

CHARLES L. CRANE AGENCY CO.
 100 N. BROADWAY, SUITE 900
 SAINT LOUIS MO 63102
 (314) 241-8700

Scheduled Valuable Possessions as of 08-27-13

SILVERWARE

		AMT INS.
1	BLANKET SILVERWARE. \$500,000 EFFECTIVE DATE ADDED: 2013-01-14	\$ 500,000.00
	SILVERWARE TOTAL \$	500,000.00

FINE ARTS

		AMT INS.
1	BLANKET COVERAGE	\$ 7,000,000.00
	FINE ARTS TOTAL \$	7,000,000.00

JEWELRY

		AMT INS.
1	ANTIQUE DIAMOND, EMERALD AND FILIGREE ENGAGEMENT RING. APPRAISAL DATE: 2012-08-27	\$ 12,500.00
2	PLATINUM WEDDING RING W/DIAMONDS. APPRAISAL DATE: 2012-08-27	\$ 7,500.00
	JEWELRY TOTAL \$	20,000.00

Policyholder Message - Scheduled Valuable Possessions Inflation Protection

Dear Policyholder:

A word about values - and about your Scheduled Valuable Possessions Inflation Protection from Fireman's Fund .

As you no doubt realize, most any valuable piece of jewelry - diamond ring, brooch, pearl necklace - tends to increase in value. It's the same with silverware, fine arts, antiques and other collectibles. By the time a year goes by, that increase could be considerable. That's why we devised Inflation Protection. It will help you keep pace with those continuing upward value changes, automatically.

Here's how it works:

The valuable pieces of personal property named in your policy are currently scheduled according to their purchase price or most recent appraisal. With inflation protection, as these values increase from year to year, the insurance coverage protecting them will increase.* The increase will be in a measured amount, which we will determine following consideration of data and indexes that measure price changes in the wholesale and retail markets. You will see the increase in values due to inflation protection reflected in the scheduled amounts in your renewal policy

Of course, increasing values by inflation factors is not as accurate as a value estimate by a qualified appraiser. We recommend you have your scheduled property reappraised every three years and adjust the insured values accordingly.

*Values are also adjusted at time of loss for any inflation since the last policy anniversary date.

335237 11-02

Scheduled Valuable Possessions Endorsement

For an additional premium, we cover the classes of valuable possessions indicated by a limit of liability in the Declarations for the articles specifically described in the Scheduled Valuable Possessions Itemized Listing.

This coverage is subject to the DEFINITIONS, SECTION I - CONDITIONS, SECTION I AND II - CONDITIONS and all provisions of this endorsement.

VALUABLE POSSESSIONS CLASSES

1. **Jewelry**, meaning articles of personal adornment composed all or in part of silver, gold, platinum or other precious metals or alloys, that may include pearls, jewels, or precious or semi-precious stones.
2. **Jewelry in Vault**, meaning articles of personal adornment as described in the class of **Jewelry**, which are kept in a bank vault.
3. **Furs and garments** trimmed with fur or consisting principally of fur.
4. **Cameras**, projection machines, films and related articles of equipment.
5. **Musical Instruments** and related articles of equipment.
6. **Silverware**, silver-plated ware, goldware, gold-plated ware and pewterware, but excludes pens, pencils, flasks, smoking implements or jewelry.
7. **Sports and Hobby Equipment**, meaning equipment and other property usual to the sport or hobby in the schedule. A \$25 deductible applies to each loss to this property.
8. **Fine Arts**, meaning paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, manuscripts, porcelains, and rare glass) of rarity, historical value or artistic merit.
9. **Fine Arts - 10% Earthquake Deductible**, meaning paintings, etchings, etc. as described in the class of **Fine Arts**, subject to an earthquake deductible equal to 10% of the limit of liability as shown in the Declarations. This amount will be applied as defined in the Loss Settlement section of this policy.
10. **Fine Arts - No Earthquake Coverage**, meaning paintings, etchings, etc. as described in the class of **Fine Arts**, subject to the following additional Perils Insured Against Provision: We do not insure loss caused by the peril of earthquake.
11. **Postage Stamps** including due, envelope, official, revenue, match and medicine stamps, covers, locals, reprints, essays, proofs and other philatelic property, including their books, pages and mountings, owned by or in custody or control of the insured.
12. **Rare and Current Coins** including medals, paper money, bank notes, tokens of money and other numismatic property, including coin albums, containers, frames, cards and display cabinets in use with such collection, owned by or in custody or control of the insured.
13. **Guns** and related articles of equipment. We do not cover ammunition.
14. **Bicycles**.
15. **Collectibles**, meaning wine, sports cards, dolls, model trains and other private collections of rare, unique or novel items of personal interest including memorabilia.
16. **Other Property**, as described in the Schedule.

NEWLY ACQUIRED PROPERTY is deleted and replaced by the following:

NEWLY ACQUIRED PROPERTY

We cover property newly acquired, consigned or entrusted to an **insured** during the policy period, if it is a class of property for which there is already property separately described and specifically insured on the Scheduled Valuable Possessions Itemized Listing. However, we will pay no more than 100% of the limit of liability for the class for which the property qualifies.

For coverage to apply you must:

1. Report this property to us within 90 days of possession or acquisition; and
2. Pay the additional premium from the date of possession or acquisition.

We reserve the right to refuse to insure this property after the 90th day.

This extension of coverage does not apply to property covered on a blanket basis.

PERILS INSURED AGAINST

We insure for direct and accidental loss or damage to covered property caused by an **occurrence**. Covered property may be subject to a deductible or an earthquake exclusion as shown in the Declarations.

EXCLUSIONS - LOSS NOT INSURED

We do not insure loss caused by any of the following:

1. Wear and tear, gradual deterioration, latent defect or inherent vice;
2. Insects or vermin;
3. **War;**
4. **Nuclear hazard;**
5. Intentional loss, meaning any loss arising out of an act committed:
 - a. By or at the direction of an **insured**; and
 - b. With the intent to cause a loss;
6. If **Postage Stamps or Rare and Current Coins** collections are covered, the following exclusions also apply:
 - a. Fading, creasing, denting, scratching, tearing or thinning;
 - b. Transfer of colors, inherent defect, dampness, extremes of temperature, or depreciation;
 - c. Being handled or worked on;
 - d. The disappearance of individual stamps, coins or other articles unless the item is:
 - (1) Described and scheduled with a specific amount of insurance; or
 - (2) Mounted in a volume and the page it is attached to is also lost;
 - e. Shipping by mail other than registered mail; or
 - f. Theft from any unattended automobile unless being shipped as registered mail.
- g. We do not insure loss, from any cause, to property:
 - (1) In the custody of transportation companies; or
 - (2) Not part of a stamp or coin collection.
7. If **Fine Arts, Fine Arts - 10% Earthquake Deductible** or **Collectibles** are covered, the following exclusions also apply:
 - a. Repairing or restoration; or
 - b. Any retouching process.
8. If **Fine Arts - No Earthquake Coverage** are covered, the following exclusions also apply:
 - a. Earthquake; or
 - b. Repairing or restoration; or
 - c. Any retouching process.
9. If **Jewelry in Vault** is covered, we also do not insure loss to any items while they are away from the bank's premises, unless:
 - a. you notify us and agree in advance to cover them; and
 - b. you pay the additional premium for the time the items are away from the bank's premises.
10. If wine is covered under **Collectibles**, the following exclusions also apply:
 - a. Failure to use reasonable care to maintain all heating, cooling or humidity control equipment in proper operating condition. However, we will pay for loss caused by:
 - (1) Mechanical or electrical breakdown of heating, cooling or humidity control equipment which is owned or used by you; or
 - (2) A power failure beyond your control which causes a change in temperature or humidity.
 - b. Improper handling or storage;
 - c. Consumption; or
 - d. Normal shortage, leakage, spillage, evaporation, dissipation, spoilage or deterioration, all usual or customary to wine.

The following **Exclusion** is added:

11. **Government Action**, meaning the destruction, confiscation or seizure of covered property by order of any government or public authority. This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

GENERAL CONDITIONS

1. **Conformity to State Law**

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State shall apply.

2. **Territorial Limits**

We cover the property described while it is anywhere in the world.

3. **Loss Clause**

The limit of liability under this endorsement shall not be reduced except for a total loss of a scheduled article. We will refund the unearned premium applicable to such article after the loss or you may apply it to the premium due for the replacement of the scheduled article.

4. **Inflation Protection**

We shall increase the amount of insurance, at each policy anniversary, at the rate of inflation in property values. We shall also increase the amount of insurance at time of loss for any inflation since the last policy anniversary date.

5. **Claim Against Others**

In the event of loss which we believe may be collectible from others, we may pay in the form of a loan to be repaid out of any recoveries from others. You will cooperate in every way possible to assist in such recovery from others and we shall, at our expense, take over your rights against others to the extent of our payment.

The following changes apply to your Homeowners Policy Section I Conditions for property covered under this endorsement:

Under **Your Duties After Loss**, the following is added:

Ensure that any employee, resident of your household, or others will be available for examination under oath to the extent that you reasonably can.

Loss Settlement is deleted and replaced by the following:

Loss Settlement

We will settle covered losses as follows:

- a. **Specifically scheduled property:** For property that is separately described and specifically insured on the Scheduled Valuable Possessions Itemized Listing:

- (1) The most we will pay is:

- (a) The agreed value, which is the amount shown for the property on the listing; or
- (b) The fair market value, or up to 150% of the agreed value, whichever is less, if the fair market value before the loss is greater than the agreed value.

- (2) **Total losses:** If property is totally destroyed or lost, we will pay the amount in a.(1) above that applies.

- (3) **Partial losses:** For partial losses we will pay up to the amount in a.(1) above that applies for the lowest of the following:

- (a) The cost to restore the property to its condition just before the loss;
- (b) The difference between the fair market value before and after the loss. But if the agreed value at the time of the loss is greater than the fair market value, we will pay the difference between the agreed value and the fair market value after the loss; or

- (c) The cost to replace the property without deduction for depreciation as follows:

- i. We will pay the cost to replace the property with a new article that is identical; or
- ii. If an identical article is no longer manufactured or is not available, we will pay the cost to replace it with a new article that is similar and of comparable quality and usefulness.

- (4) In case of loss to a pair or set, we will pay the agreed value for the pair or set if you give us all the remaining parts of the set.
 - (5) We reserve the right to declare any loss a total loss.
- b. Blanket coverage: For property covered on a blanket basis:
- (1) The most we will pay is the amount of insurance shown on the Schedule Valuable Possessions listing as the blanket limit for the property subject to a limit of \$50,000 for any one item.
 - (2) We will pay up to the limit in b.(1) above, for the lowest of the following:
 - (a) The cost to restore the property to its condition just before the loss;
 - (b) The difference between the fair market value before and after the loss; or
 - (c) The cost to replace the property without deduction for depreciation as follows:
 - i. We will pay the cost to replace the property with a new article that is identical; or
 - ii. If an identical article is no longer manufactured or is not available, we will pay the cost to replace it with a new article that is similar and of comparable quality and usefulness.
- c. Earthquake Deductible
- If an earthquake deductible is shown in the Declarations for Scheduled Valuable Possessions - Fine Arts, we will subtract the amount of this deductible from the combined amount we will pay under items a.(2), a.(3), a.(4) and b. above for each **occurrence**. One or more earthquake shocks within a seventy-two hour period will be considered a single **occurrence**.
- Other Insurance** is deleted and replaced by the following:
- If at the time of loss or damage there is available any other insurance which would apply to the property in the absence of this policy, the insurance under this policy shall apply only as excess insurance over the other insurance.
- Our Option** is deleted in its entirety.
- All other policy provisions apply.




IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: NANCY WATKINS MCLAUGHLIN	Case Number: 18SL-CC03717
Plaintiff/Petitioner: RICHARD T LAMMERT	Plaintiff's/Petitioner's Attorney/Address PAUL NORMAN RECHENBERG 215 CHESTERFIELD BUSINESS PKWY CHESTERFIELD, MO 63005
Defendant/Respondent: NATIONAL SURETY CORPORATION	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons in Civil Case

The State of Missouri to: CHUBB LIMITED
Alias:
1 PROGRESS PARKWAY
OFALLON, MO 63368

SERVE: MANAGER IN CHARGE

COURT SEAL OF

ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

19-OCT-2018
Date

Further Information:
ALD

Joan P. Dilling
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- ☐ other _____

Served at _____ (address)
 in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary \$ 10.00

Supplemental Surcharge \$ _____ (_____ miles @ \$._____ per mile)

Mileage \$ _____

Total \$ _____

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) **Advisory Arbitration:** A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) **Mediation:** A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

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IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: NANCY WATKINS MCLAUGHLIN	Case Number: 18SL-CC03717
Plaintiff/Petitioner: RICHARD T LAMMERT	Plaintiff's/Petitioner's Attorney/Address PAUL NORMAN RECHENBERG 215 CHESTERFIELD BUSINESS PKWY CHESTERFIELD, MO 63005
Defendant/Respondent: NATIONAL SURETY CORPORATION	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	

**SHERIFF FEE
PAID**

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: NATIONAL SURETY CORPORATION

Alias:

120 S CENTRAL
CLAYTON, MO 63105SERVE: REGISTERED AGENT
CT CORPORATION SYSTEM

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

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19-OCT-2018

Date

Further Information:

ALD

Clerk

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☐ other _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____ Date

Notary Public

Sheriff's Fees, if applicable

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	
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IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

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FILED

NOV 02 2018

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

**SHERIFF FEE
PAID**

(Date File Stamp)

Judge or Division: NANCY WATKINS MCLAUGHLIN	Case Number: 18SL-CC03717
Plaintiff/Petitioner: RICHARD T LAMMERT	Plaintiff's/Petitioner's Attorney/Address PAUL NORMAN RECHENBERG 215 CHESTERFIELD BUSINESS PKWY CHESTERFIELD, MO 63005
Defendant/Respondent: NATIONAL SURETY CORPORATION	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	

Summons in Civil Case

The State of Missouri to: NATIONAL SURETY CORPORATION

Alias:

120 S CENTRAL
CLAYTON, MO 63105

SERVE: REGISTERED AGENT
CT CORPORATION SYSTEM

30
CTCOR OCT 22 2018

COURT SEAL OF



ST. LOUIS COUNTY

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19-OCT-2018

Date

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Joan M. Gilmer
Clerk

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☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.

☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

LCW - B. LOVE

(name)

INTAKE SPECIALIST

(title)

☐ other

Served at CT CORP.

(address)

in St. Louis County

(County/City of St. Louis), MO, on OCT 29 2018

(date) at 9 AM (time)

Printed Name of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on (date).

(Seal)

My commission expires:

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$
 Non Est \$
 Sheriff's Deputy Salary
 Supplemental Surcharge \$ 10.00
 Mileage \$ (miles @ \$. per mile)
 Total \$

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10/25/18